

**Enrolled Minutes of the Tenth Regular or Special Meeting
For the Twenty-Ninth Highland Town Council
Regular Plenary Business Meeting (Electronic)
Monday, April 27, 2020**

The Twenty-Ninth Town Council of the Town of Highland, Lake County, Indiana met in its regular plenary session on Monday, January 13, 2020 at 6:30 O'clock P.M. in the regular place, the Highland Municipal Building, 3333 Ridge Road, Highland, Indiana.

This meeting was convened as an *electronic meeting*, pursuant to Governor Holcomb's Executive Order 20-04 and 20-09 allowing such meetings pursuant to IC 5-14-1.5-3.6 for the duration of the COVID-19 public health emergency. All persons were meeting remotely on a Zoom platform that allowed for real time interaction, and supported the public's ability to observe and record the proceedings. When the agenda item provided for public comment, this was supported as well. Councilor Herak, while not required under the Governor's orders, was present on the premises of the plenary meeting room.

Pursuant to HMC Section 2.05.130(A)(2), the Town Council considered and reviewed the agenda in an informal proceeding. Once completed the Town Council moved to the full plenary meeting.

The Town Council President, Mark J. Schocke presided. The Town Clerk-Treasurer, Michael W. Griffin, was present to memorialize the proceedings. The meeting was opened with the Town Council President offered a prayer and then joined by *Ben and Julia Schocke*, the Town Council President recited the Pledge of Allegiance to the Flag of the United States of America.

Roll Call Present on roll call were Councilors Bernie Zemen, Mark Herak, Mark J. Schocke, Thomas Black and Roger Sheeman. The Clerk-Treasurer, Michael W. Griffin was present to memorialize the proceedings. A quorum was attained. All participated electronically.

Additional Officials Present: (all electronically) John P. Reed, Town Attorney; John M. Bach, Public Works Director; Pete Hojnicky, Police Chief; William R. Timmer, Jr., CFOD, Fire Chief; Alex M. Brown, CPRP, Parks and Recreation Superintendent; Kathy DeGuilio-Fox, Redevelopment Director; and Kenneth J. Mika, Building Commissioner were present.

Also present: Larry Kondrat (electronically) of the Board of Waterworks Directors; Robyn Radford, LCSW, of the Highland Redevelopment Commission (electronically) and Ed Dabrowski IT (Contract) Director (electronically) were also present.

Minutes of the Previous Meeting: Councilor Black moved the approval of the minutes of the regular plenary meeting of April 13, 2020. Councilor Herak seconded, upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The minutes were approved.

Comments from Visitors or Residents:

There were no comments from visitors or residents.

Communications:

1. Communication from the *Highland Census Complete Count Committee* regarding the status of its Implementation of the Action Plan for the April 27, 2020 Meeting.

The Town Council acknowledged the receipt of the communication from the Complete Count Committee as information and did not require it to be read aloud.

HIGHLAND 2020 CENSUS COMPLETE COUNT COMMITTEE
Town Council Staff Report- April 27th Meeting

Upcoming activities include the following: Ongoing Census message on Park Department electronic marquees through April; Census messages on electronic signs in Highland, operated by Lamar sign company, as space is available; I have asked for a Census message to be placed on the May water bill; continued social media posts and "Shares" by other Department's social media outlets; and, additional Census content on the town's website and May's Gazebo Express.

Within the last week, I have continued outreach through email and social media to businesses, churches and the schools, to try and encourage these groups to do outreach within their constituencies, through Census messages on their marquees and in newsletters and group emails.

Residents now have three ways to self-respond to the Census: they can go to my2020census.gov to respond online; respond by phone may call 844-330-2020; and, now residents who have not already responded can fill out and mail in paper questionnaires. The mail-in method is the more traditional means of responding, so hopefully those residents who are not comfortable with or unable to respond online, will use that option.

I have provided the self-response statistics to date, as part of this report. I have re-tooled it a bit to hopefully make it easier to review. It shows the progression of self-response rates from mid-March until now, with the final totals from 2010 at the bottom for comparison. We are continuing to do consistently better than the national, state and county rates to date, and are still in the middle of the pack compared to some of our Lake County neighbors. I might add that Lake County communities among the 566 cities and towns in Indiana are performing very well (7 communities, including Highland, of the top 30 are from Lake County). It appears within the last week that the mail-in option is helping boost the rates somewhat, especially in the census tract with the apartment complexes, which is historically not as strong of a self-responding area.

However, in response to COVID-19, the US Census Bureau has extended deadlines for self-response until October 31st, and delayed the start of in-person home visits until August 11th. These changes may allow for some outreach opportunities possibly in the summer and early fall.

Respectfully submitted,
 Lance Ryskamp- Co-Chair

**HIGHLAND 2020 CENSUS
 SELF-RESPONSE RATE %**

DATE	NAT'L	STATE	L CTY	HIGHLAND	#405.1	#405.2	#406	#407	#408.1	#408.2
20-Mar	14.1	15.7	15.6	18.5	18.3	29.5	23.7	16.1	12.4	11.2
22-Mar	16.7	18.6	18.6	21.9	20.4	32	25.8	19.7	17.6	16.3
23-Mar	19.2	21.5	21.5	24.6	21.6	33.8	28.1	22.7	21.5	20.2
24-Mar	21	23.4	23.6	26.9	23.6	35.5	29.9	25.5	24.1	23.2
25-Mar	23.6	26.1	26.6	31.2	25.8	36.8	32.4	32.3	30.1	29.9
26-Mar	26.2	28.9	29.3	34.5	28	38.2	34.6	37	35.8	33.8
27-Mar	30.2	33.4	33.6	38.4	30.7	40.9	37.3	41.8	41.3	39
28-Mar	31.6	35	35.3	39.9	33	41.8	38.2	43.5	42.8	40.8
29-Mar	33.1	36.7	36.9	41.9	34.8	44.1	42	45.1	44.3	42.2
30-Mar	34.7	38.5	38.8	44.2	37	46.9	44.6	47.1	46.3	44.2
31-Mar	36.2	40.1	40.5	46.4	38.7	50.4	47.4	49	48	46.2
1-Apr	38.4	42.4	43.3	50	41.2	52.6	49.6	54.3	52.8	50.7
2-Apr	41.3	45	46.8	54.5	44.1	55.8	53.2	59.3	58.9	57.4
3-Apr	42.8	46.5	48.3	56.1	45.4	57.4	54.9	60.6	60.7	59.3
6-Apr	44.5	48.2	49.7	57.7	46.7	58.4	56.5	63	62.5	60.8
7-Apr	45.7	49.4	50.7	59	47.7	59.4	58	64.5	64.4	61.8
8-Apr	46.2	49.8	51.1	59.5	48.2	59.8	58.4	64.9	65.3	62
9-Apr	46.7	50.3	51.5	60	48.7	60.1	58.9	65.5	65.9	63
14-Apr	48.6	51.9	53	61.7	50	61.5	60.7	67.2	68.2	64.5
15-Apr	49.1	52.2	53.3	62	50.3	61.8	60.9	67.7	68.4	64.7
16-Apr	49.4	52.5	53.6	62.3	50.8	62	61.2	68	68.6	65.1
17-Apr	49.8	52.8	53.8	62.7	51.4	62.1	61.5	68.6	68.7	65.3
21-Apr	51	54.5	55.2	64.4	56.4	62.8	63	69.6	69.6	66.2
22-Apr	51.6	55.2	55.7	64.9	57.7	63.1	63.5	69.7	69.8	66.6
23-Apr	51.8	55.6	56.3	65.9	58	65.7	65.9	69.9	70	66.8
24-Apr	52.4	56.3	56.9	66.7	58.5	68.3	67.6	70	70.3	66.9
2010-Final		69.6	67.5	80.7	74.4	80.5	77.3	83.7	84.2	83.7

General Orders and Unfinished Business:

1. **Resolution No. 2020-19:** An Exigent Resolution Providing For The Transfer Of Appropriation Balances From and Among Major Budget Classifications In The Public Safety Local Income Tax Fund As Requested By The Proper Officer And Forwarded to the Town Council For Its Action Pursuant to IC 6-1.1-18-6.

Councilor Herak moved the passage and adoption of Resolution N. 2020-19. Councilor Sheeman seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The resolution was adopted.

**TOWN OF HIGHLAND
APPROPRIATION TRANSFER RESOLUTION
RESOLUTION NO. 2020-19**

AN EXIGENT RESOLUTION PROVIDING for the TRANSFER of APPROPRIATION BALANCES from and AMONG MAJOR BUDGET CLASSIFICATIONS in the PUBLIC SAFETY LOCAL INCOME TAX FUND as REQUESTED BY THE PROPER OFFICER AND FORWARDED to the TOWN COUNCIL for its ACTION PURSUANT TO IC 6-1.1-18-6.

WHEREAS, It has been determined that certain exigent conditions have developed since adoption of the original budget and it is now necessary to transfer certain appropriations into different categories than were initially appropriated for the various functions of the **PUBLIC SAFETY LOCAL INCOME TAX Fund**;

NOW, THEREFORE BE IT RESOLVED by the Town Council of the Town of Highland, Lake County, Indiana as follows:

Section 1. That for the expenses of said municipality, the following appropriations are hereby transferred and set apart out of the funds hereinafter named for the purposes specified, subject to the laws governing the same, such sums herein transferred unless otherwise stipulated by law;

Section 2. That it has been shown that certain existing unobligated appropriations of the **PUBLIC SAFETY LOCAL INCOME TAX FUND**, which are not needed at this time for the purposes for which originally appropriated, and may be transferred to a category of appropriation in order to satisfy an existing need, as follows:

PUBLIC SAFETY LOCAL INCOME TAX Fund

Reduce Account:
249-0000-43006 Turnout Gear Equipment \$ 4,000.00
Total 400 Series Reductions: \$ 4,000.00

Increase Account:
249-0000-29000 PPE & COVID Supplies \$ 4,000.00
Total 200 Series Increases: \$ 4,000.00

Total of Fund Decreases: \$ 4,000.00
Total of Fund Increases: \$ 4,000.00

DULY RESOLVED and ADOPTED this 27th Day of April 2020 by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of 5 in favor and 0 opposed.

**TOWN COUNCIL of the TOWN of
HIGHLAND, INDIANA**

/s/Mark J. Schocke, President (IC 36-5-2-10)

Attest:

/s/Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO
Clerk-Treasurer (IC 33-42-4-1; IC 36-5-6-5)

2. **Works Board Order No. 2020-24:** An Order Finding and Determining Certain Activities to Be Economic Development Projects or Activities that Promote Visitors and Authorizing Financing from the Innkeeper Tax Fund.

Councilor Sheeman moved the passage and adoption of Works Board Order No. 2020-04. Councilor Black seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The order was adopted.

THE TOWN of HIGHLAND
WORKS BOARD ORDER NO. 2020-24

AN ORDER FINDING AND DETERMINING CERTAIN ACTIVITIES TO BE ECONOMIC DEVELOPMENT PROJECTS OR ACTIVITIES THAT PROMOTE VISITORS AND AUTHORIZING FINANCING FROM THE INNKEEPER TAX FUND

Whereas, The Town Council for the Town of Highland is the Legislative and Fiscal Body of the Municipality as well as the works board pursuant to IC 36-1-2 et seq., and

Whereas, IC 36-7-2-7 provides that a municipality may a unit may promote economic development and tourism; and

Whereas, Under the authority of IC 6-9-2 et seq., the Town established an Innkeepers Tax Fund, to serve as the accounting entity of the resources provided under the statute; and

Whereas, IC 36-7-22-3, further defines what may constitute an *economic development project*, which may include designing, landscaping, beautifying, constructing, or maintaining public areas or public ways (including designing, constructing, or maintaining lighting for a public area or public way) and **promoting commercial activity or public events**; and

Whereas, The Town of Highland receives a distribution of the Lake County Innkeeper Tax, pursuant to IC 6-9-2, the proceeds of which may be used *only for economic development projects*; and

Whereas, Members of the Town Council and the Community Events Commission have requested that appropriations be authorized in the Innkeeper Tax Fund to support activities related to the annual Independence Day Parade and Main Square Festival; and

Whereas, The Town Council has reviewed the matter, and now desires to make findings and determinations related to these recommendations and to authorize the proper officer to cause a public hearing on proposed appropriations in the Innkeeper Tax Fund to favor the request,

Now Therefore Be it hereby Ordered by the Town Council of the Town of Highland, Lake County, Indiana;

Section 1. That the Town Council hereby finds and determines that supporting the activities related to the annual Independence Day Parade and Main Square Festival *to be the promotion of a commercial activity and a public event* which is consistent with some of the activities which comprise economic development projects pursuant to IC 36-7-22-3;

Section 2. That the Town Council hereby further finds and determines that the activities related to the annual Independence Day Parade and the Main Square Independence Festival to be promotion or fostering of economic development and tourism, consistent with those powers conferred under IC [36-7-2-7](#), which may include encouragement of visitors, or other special events in the municipality and consistent with the purposes of IC 6-9-2-2(d)(4) and HMC Section 3.45.090 (B)(2);

Section 3. That the Town Council still further finds and determines that the activities described herein, constitute economic development projects and as such are uses and expenditures consistent with the purposes of the **Innkeeper Tax Fund**;

Section 4. That the Town Council favors the request made by members of the Town Council and the Community Events Commission, and concurs and consents to the activities set forth in this Order and the use of Innkeeper Tax Fund resources to carry-out these activities;

Section 5. That the Clerk-Treasurer is hereby instructed to take the necessary lawful steps in order to allow the Town Council to properly consider making additional appropriations in the Innkeeper Tax Fund to carry out the purposes and intents of this order.

Be it so Ordered.

DULY, PASSED and ORDERED by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 27th day of April 2020 having passed by a vote of 5 in favor and 0 opposed.

TOWN COUNCIL of the TOWN of
HIGHLAND, INDIANA

/s/ Mark J. Schocke, President (IC 36-5-2-10)

Attest:

/s/Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO
Clerk-Treasurer (IC 33-42-4-1;IC 36-5-6-5)

3. **Works Board Order No. 2020-25:** A Joint Enacting Instrument of the Highland Works Board, Highland Sanitary Board of Commissioners, and Highland Water Works Board of Directors Accepting the Quote of *Garber Chevrolet Highland* for Two (2) 2020 Chevrolet Silverado 2500HD 4WD Regular Cab Work Trucks and One (1) 2020 Chevrolet Silverado 1500 4WD Crew Cab Work Truck, all Equipped with Snow Plows in the Total Amount of \$116,027.75, less Trade-in Equipment in the Total Amount of \$2,600.00 for a Net Purchase Amount of One Hundred Thirteen Thousand, Four Hundred Twenty-seven Dollars and 75/100 Cents (\$113,427.00), as the Lowest Responsive and Responsible Quote.

Councilor Herak moved the passage and adoption of Works Board Order No. 2020-25. Councilor Zemen seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The order was adopted.

**Town of Highland
Order of the Works Board 2020-25
Waterworks Board Resolution No. 2020-06
Board of Sanitary Commissioners Resolution No. 2020-06**

A JOINT ENACTING INSTRUMENT OF THE HIGHLAND WORKS BOARD, HIGHLAND SANITARY BOARD OF COMMISSIONERS, AND HIGHLAND WATER WORKS BOARD OF DIRECTORS ACCEPTING THE QUOTE OF GARBER CHEVROLET HIGHLAND FOR TWO (2) 2020 CHEVROLET SILVERADO 2500HD 4WD REGULAR CAB WORK TRUCKS AND ONE (1) 2020 CHEVROLET SILVERADO 1500 4WD CREW CAB WORK TRUCK, ALL EQUIPPED WITH SNOW PLOWS IN THE TOTAL AMOUNT OF \$116,027.75 LESS TRADE-IN EQUIPMENT IN THE TOTAL AMOUNT OF \$2,600.00 FOR A NET PURCHASE AMOUNT OF ONE HUNDRED THIRTEEN THOUSAND, FOUR HUNDRED TWENTY-SEVEN DOLLARS AND 75/100 CENTS (\$113,427.00), AS THE LOWEST RESPONSIVE AND RESPONSIBLE QUOTE

Whereas, The Town of Highland, Department of Public Works, has determined a need to replace three (3) pickup-up trucks that have reached their cost effective life expectancy;

Whereas, the Public Works Director, pursuant to §3.05.050(D) of the HMC, serves as the Purchasing Agent for the Public Works Department, Highland Sanitary District and Highland Water Works District;

Whereas, the Purchasing Agent, pursuant to §3.05.060(F)(1) of the HMC, expected that the purchase would be between \$50,000 and \$150,000 and invited quotes in accordance with §3.05.060(H) of the HMC from the following vendors known to deal in the lines or classes of and supplies to be purchased:

Smith Chevrolet	Hammond, Indiana
Garber Chevrolet Highland	Highland, Indiana
Webb Ford	Highland, Indiana
Schepel GMC	Schererville, Indiana; and

Whereas, Smith Chevrolet, Garber Chevrolet, and Schepel GMC were unresponsive to the invitation citing that pricing was unavailable at the time of the invitation and Webb Ford's quote was rejected as it did not meet the specifications;

Whereas, Pursuant to §3.05.060(F)(5) of the HMC, if he purchasing agent does not receive a responsible or responsive offeror, the purchasing agent may purchase the supplies under the provisions of IC 5-22-10-10;

Whereas, the purchasing agent, pursuant to IC 5-22-10-10, procured quotes in the open market from Garber Chevrolet as follows:

Amount	Equipment	Unit Cost	Total
2	Chevrolet 2500 Silverado (4x4) Reg Cab	\$ 32,361.25	\$ 64,722.50
1	Chevrolet 1500 Silverado (4x4) Crew Cab	\$ 32,618.25	\$ 32,618.25
3	Boss Snow Plow	\$ 6,229.00	\$ 18,687.00
	Total Purchase Price		\$ 116,027.75

	Trade-In Equipment		
	2004 Chevrolet Colorado		\$ 800.00
	2006 Chevrolet Silverado		\$ 500.00
	2002 Ford F-150		\$ 300.00
	1980 GMC Sierra		\$ 1,000.00
	Trade-In		\$ 2,600.00
	Amount to Be Financed		\$ 113,427.75

Whereas, It is prudent and in the best interest of the Highland Works Board, Highland Sanitary Board of Commissioners, and Highland Water Works Board of Directors to support and share the purchase of the equipment, in equal amounts;

Whereas, The Town Council as the Works Board of the Municipality, pursuant to §3.05.030(A) of the HMC serves as purchasing agency for the Public Works Department; and

Whereas, The Board of Sanitary Commissioners, pursuant to §3.05.030(E) of the HMC serves as purchasing agency for the Public Sanitation Department;

Whereas, The Board of Waterworks Directors, pursuant to §3.05.030(D) of the HMC serves as purchasing agency for the Highland Waterworks; and

Whereas, The purchase price exceeds \$15,000.00 and, pursuant to §3.05.050(B) of the HMC requires the express approval of the purchasing agencies;

Whereas, It has been determined that some or all of the units to be purchased shall be financed through a Lease Purchase Agreement, executed between the respective agencies and a public finance company not yet selected, pending the award of said vehicles and the determination of an expected delivery date; and

Whereas, The Town Council, acting as the Works Board for the Town of Highland, the Board of Sanitary Commissioners, and the Highland Waterworks Board of Directors now desire to approve and authorize the Public Works Director to complete the purchase pursuant to the terms stated herein,

Now Therefore Be it Hereby Ordered by the Town Council, acting as the Works Board of the Town of Highland, Lake County, Indiana; and

Resolved by the Board of Waterworks Directors of the Town of Highland, Lake County, Indiana; and

Resolved by the Board of Sanitary Commissioners of the Town of Highland, Lake County, Indiana;

Section 1. That the quote of Garber Chevrolet Highland in the gross amount of One Hundred sixteen Thousand Twenty-seven Dollars and No Cents (\$116,027.75), less the trade-in four (4) units currently in the Public Works Department fleet, identified herein, with a total trade-in value of Two Thousand Six Hundred dollars and No Cents (\$2,600.00), for a net purchase amount of One Hundred Thirteen Thousand, Four Hundred Twenty-seven Dollars and 75/100 Cents (\$113,427.00) for the purchase of Two (2) 2020 Chevrolet Silverado 2500HD 4WD Regular Cab Work Truck, One (1) 2020 Chevrolet Silverado 1500 4WD Crew Cab Work Truck, all Equipped with Snow Plows is hereby accepted as the lowest responsive and responsible quote;

Section 2. That the purchase shall be funded in appropriate shares by the Highland Board of Works through the Motor Vehicle Highway fund (2), Highland Sanitary Board of Commissioners through the Sanitary District Capital Fund (44) the Highland Water Works Board of Directors through the Water Works Improvement Fund (66);

Section 3. That, upon the approval of the Highland Board of Works, Highland Sanitary Board of Commissioners and the Highland Water Works Board of Directors, the Public Works Director is hereby authorized to issue a purchase order to Garber Chevrolet Highland and to execute all documents necessary to implement the purchase thereof.

BE IT SO ORDERED

DULY, PASSED, ADOPTED, AND ORDERED by the Town Council of the Town of Highland, Lake County, Indiana this 27th day of April 2020 having passed by a vote of 5 in favor and 0 opposed.

**TOWN COUNCIL of the TOWN of
HIGHLAND, INDIANA**

/s/Mark J. Schocke, **President** (IC 36-5-2-10)

Attest:

/s/ Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO
Clerk-Treasurer (IC 33-42-4-1;IC 36-5-6-5)

(Subject to approval by Waterworks Board and Board of Sanitary Commissioners)

4. **Works Board Order No. 2020-26:** An Order of the Works Board Accepting and Approving a Local Roads and Bridges Matching Grant Agreement Between the State of Indiana, through its Department of Transportation and the Town of Highland through its Public Works Department (Agency) by its Works Board for Several HMA Overlay and Pavement Reconstruction Projects (DES#: 2001326), all pursuant to I.C. 8-23-30 et seq.

Councilor Herak moved the passage and adoption of Works Board Order No. 2020-26. Councilor Sheeman seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The order was adopted.

**Town of Highland
Board of Works
Order of the Works Board 2020-26**

AN ORDER OF THE WORKS BOARD ACCEPTING AND APPROVING A LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT BETWEEN THE STATE OF INDIANA, THROUGH ITS DEPARTMENT OF TRANSPORTATION AND THE TOWN OF HIGHLAND THROUGH ITS PUBLIC WORKS DEPARTMENT (AGENCY) BY ITS WORKS BOARD FOR SEVERAL HMA OVERLAY AND PAVEMENT RECONSTRUCTION PROJECTS (DES#: 2001326), ALL PURSUANT TO I.C. 8-23-30 ET SEQ.

Whereas, The Town of Highland, Department (agency) of Public Works, as part of its public duties, has responsibility for the management and maintenance of the several public ways, highways, local roads and streets throughout the Town of Highland not otherwise under another Department;

Whereas, The State of Indiana enacted and authorized a matching grant program, styled as the Local Roads and Bridges Matching Grants Program, which provides a fifty percent funding match not to exceed one million dollars to local units of government that successfully apply for particular road and bridge projects;

Whereas, The Department of Public Works successfully applied to the Local Roads and Bridges Matching Grants Program to support several projects in the total estimated amount of **\$2,000,000**, with the total maximum grant amount being awarded being **\$1,000,000**;

Whereas, The proper officer of the Department of Transportation for the State of Indiana has prepared and presented a Local Roads and Bridges Matching Grant agreements, that sets forth the terms and conditions of the Grant award;

Whereas, The Public Works Director now wishes to recommend to the Town Council acting as the Works Board, the favorable review and adoption of the proposed agreements; and,

Whereas, The Town Council acting as the Works Board now desires to approve, accept, and adopt the proposed agreement presented by the Indiana Department of Transportation (INDOT), which provides for Local Roads and Bridges Matching Grant agreement that would support and provide for the projects listed in Attachment A (DES#:2001326),

Now Therefore Be it Ordered by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, as follows:

Section 1. That the proposed agreement, **Local Roads and Bridges Matching Grant Agreement**, attached and incorporated by reference to this Order, presented by the Indiana Department of Transportation (INDOT), which provides State based matching grant funds in the maximum amount of **\$1,000,000** for HMA Overlay and Pavement Reconstruction projects as herein described in Attachment A, in the Town of Highland, styled as Contract #**AG249-20-LG200145**, (DES No. 2001326) is hereby accepted, approved and adopted in every respect;

Section 2. That the Town Council President is hereby authorized to evidence this approval and execute the agreements by his signature as attested to by the Clerk-Treasurer;

Section 3. That the proper officers of the municipality are hereby authorized to identify and secure such funds of the municipality that may be lawfully expended in order to support the Town of Highland's funding share and implement the provisions and objects of the agreement.

Be it so Ordered.

DULY, PASSED and ORDERED by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 27th day of April 2020, having passed by a vote of 5 in favor and 0 opposed.

TOWN COUNCIL of the TOWN of
HIGHLAND, INDIANA

/s/Mark Schocke, **President** (IC 36-5-2-10)

Attest:

/s/Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO
Clerk-Treasurer (IC 33-42-4-1; IC 36-5-6-5)

Exhibit

LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT

Contract #AG249-20-LG200145

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Department of Transportation (the "State") and Town of Highland, a Local Unit, (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award a Grant of \$1,000,000.00 (the "Grant"), representing 50% of the eligible costs of the project (the "Project") described in Attachment A of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 8-23-30 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

FUNDING SOURCE:

State Funds: Program Title: Local Road and Bridge Matching Grant Fund (I.C. § 8-23-30).

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

C. The Grantee has committed matching funds from one of the following revenue sources in accordance with Ind. Code § 8-23-30-3: (1) any money the local unit is authorized to use for a local road or bridge project; (2) special distribution of local income tax under Ind. Code § 6-3.6-9-17; or (3) local rainy day fund under Ind. Code § 36-1-8-5.1.

D. The Grantee uses an approved transportation asset management plan on file with the State.

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with Attachment A and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

4. **Term.** This Grant Agreement commences on the date approved by the State Budget Agency, and shall remain in effect for two (2) years. Unless otherwise provided herein, it may be extended upon the written

agreement of the parties and in conformance with Ind. Code § 5-22-17-4, and as permitted by Ind. Code § 8-23-30.

The Grantee understands that the Grantee must procure materials and/or a contractor for the Project no later than four (4) months from the date of the award letter, attached hereto as Attachment B and incorporated fully herein. If the Grantee fails to procure a contractor by four (4) months from the date of the award letter, the Grantee forfeits the Grant, the grant funds shall not be distributed to the Grantee, but shall be redistributed as all other funds under Indiana Code § 8-23-30.

5. **Grant Funding.** Pursuant to Ind. Code § 8-23-30, the Grantee agrees to the following:

- A. It may use the State funds only for the Project described in Attachment A;
- B. If it uses the grant funds for any purpose other than construction of the Project as described in Attachment A, the Grantee:
 - i. must immediately repay all grant funds provided to the State; and
 - ii. may not participate in the grant program during the succeeding calendar year.
- C. It shall provide local matching funds equal to not less than 50% of the estimated project cost;
- D. Disbursement of grant funds will not be made until the Grantee's submission of an accepted/awarded Project Material Bid and/or an executed contract with the contractor;
- E. The State's participation in the Project is strictly limited to the grant funds awarded herein. The Grantee understands and agrees that the State is under no obligation to pay for or participate in any cost increases, change orders, cost overruns or additional Project expenses of any kind.

6. **Payment of Claims.**

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of local funds.

C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

D. Pursuant to Ind. Code § 8-23-30, Local Road and Bridge Grant Funds made available to the Grantee by the State will be used to pay the Grantee for up to 50% of the eligible Project costs and not more than \$1 million. The maximum amount of state funds allocated to the Project is \$ 1,000,000.00. The Grantee

understands that maximum amount of Local Road and Bridge Grant funds may not exceed more than \$1 million for all qualifying projects the Grantee may have in a calendar year.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

F. Pursuant to Ind. Code § 8-23-30-3, the Grantee's 50% match shall be paid from one of the identified revenue sources. The remainder of the Project costs greater than the total of the State's grant and the Grantee's 50% match shall be borne by the Grantee and may be paid how the Grantee chooses. In the interest of clarity and to avoid misunderstanding, the State shall not pay the Grantee for any costs relating to the Project except as specifically provided herein, unless the Parties enter into an amendment to this Grant Agreement.

7. **Project Monitoring by the State.** The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in Attachment A, the Grant Application, and the terms and conditions of the Grant Agreement;
- B. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. **Compliance with Audit and Reporting Requirements; Maintenance of Records.**

A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.330, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. The Grantee shall file the annual financial report required by Ind. Code § 5-11-1-4 in accordance with the State Board of Accounts Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources. All grant documentation shall be retained and made available to the State Board of Accounts if and when requested.

D. A final audit construction invoice detailing the actual costs of construction and proof of payment to the contractor must be submitted to the State within thirty (30) days of completion of the Project. If for any reason, including overpayment of grant funds to the Grantee, the Grantee is required to repay to the State the sum or sums of state funds paid to the Grantee under the terms of this Grant Agreement, then the Grantee shall repay to the State such sum or sums within forty-five (45) days after receipt of a billing from the State.

Payment for any and all costs incurred by the Grantee which are not eligible for state funding shall be the sole obligation of the Grantee.

E. If for any reason the State finds noncompliance and requires a repayment of state funds previously paid to the Grantee, the Grantee is required to submit such sum or sums within thirty (30) days after receipt of a billing from the State. If the Grantee has not paid the full amount due within sixty (60) calendar days past the due date, the State may proceed in accordance with Ind. Code § 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the Grantee's allocation of the Motor Vehicle Highway Account to the State's Local Road and Bridge Matching Grant Fund account until the amount due has been repaid.

9. Compliance with Laws.

A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

(1)The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC § 24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

(2)The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

10. Debarment and Suspension.

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

11. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

12. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. Funding Cancellation. As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled.

A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. Governing Law. This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

15. Information Technology Accessibility Standards. Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

16. Insurance. The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

18. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Office of LPA/MPO and Grant Administration
Attention: Director of LPA/MPO and Grant Administration
100 North Senate Avenue, Room N955
Indianapolis, IN 46204
E-mail: indotlpampo@indot.in.gov

With a copy to:

Chief Legal Counsel/Deputy Commissioner
Indiana Department of Transportation
100 N. Senate Avenue, Room N758
Indianapolis, IN 46204-2216

- B. Notices to the State regarding project management shall be sent to respective District Office:

INDOT LaPorte District
Attn: Marcia Blansett
315 East Boyd Blvd.
LaPorte, IN 46350
Email: mblansett@indot.in.gov

- C. Notices to the Grantee shall be sent to:

Town of Highland
Attn: Mark Schocke
3333 Ridge Road
Highland, IN 46322
Email: mschocke@highland.in.gov

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 22, below, (2) this Grant Agreement, (3) Exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. Public Record. The Contractor acknowledges that the State will not treat this Grant as containing confidential information, and will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

21. Termination for Breach.

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

22. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

23. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Grant.

24. Federal and State Third-Party Contract Provisions. N/A

25. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties. The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

26. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2019 OAG/IDOA Professional Services Contract Manual* or the *2019 SCM Template*) in any way except as follows: Payment of Claims; the Compliance with Audit and Reporting Requirements; Maintenance of Records were modified to include statutory and program requirements; Project Monitoring was modified.

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Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.

AGREEMENT TO USE ELECTRONIC SIGNATURES

(Applicable to only to Grant Agreements processed through SCM)

In Witness Whereof, the Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.

Town of Highland

Indiana Department of Transportation

By: _____

By: _____

Name and Title, Printed

(for)
Joseph McGuinness, Commissioner

Date: _____

Date: _____

Approved by:
Indiana Department of Administration

Approved by:
State Budget Agency

By: _____ (for)
Lesley A. Crane, Commissioner

By: _____ (for)
Zachary Q. Jackson, Director

Date: _____

Date: _____

APPROVED as to Form and Legality:

*Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on September 13, 2019.*

FA 19-45

This instrument was prepared by the undersigned attorney:

Attorney:
Indiana Department of Transportation
100 N. Senate Avenue
Indianapolis, IN 46204

Date: _____

PROJECT DESCRIPTION

Des No: 2001326
 Program: Local Roads and Bridges Matching Grants
 Type of Project: HMA Overlay Minor Structural

Location:

Route Name	From	To	
MAIN ST	1270 FT WEST OF KENNE	570 FT EAST OF KENNED	
PRAIRIE AV	MAIN ST	RAMBLEWOOD DR	
SOUTHMOOR AV	AZALEA DR	HART RD	
BLUEBIRD LN	TOWN BOUNDARY	WOODWARD AV	
MARTHA ST	TOWN BOUNDARY	IDLEWILD DR	
PRAIRIE AV	KENILWORTH AV	RIDGE RD	
5TH ST	RIDGE RD	DULUTH AV	
DULUTH AV	5TH ST	PARRISH AV	
DULUTH CT	DULUTH AV	DEAD END	
PARRISH AV	LAPORTE ST	STRONG ST	
PARRISH CT	DEAD END	PARRISH AV	
GRAND BLVD	SYCAMORE AV	GORDON DR	
EDER AV	GORDON DR	KENNEDY AV	
STRONG ST	GORDON DR	KENNEDY AV	
ROSS ST	GORDON DR	KENNEDY AV	
5TH ST	100TH ST	45TH ST	
DELAWARE PKWY	97TH PL	45TH ST	
97TH PL	5TH ST	DELAWARE PL	
98TH ST	5TH ST	DEAD END	
98TH PL	5TH ST	DEAD END	
99TH ST	5TH ST	DEAD END	
99TH PL	5TH ST	DEAD END	
LAKESIDE DR	5TH ST	DELAWARE PL	
LAKESIDE DR	DELAWARE PL	5TH ST	
ERIE ST	45TH ST	41ST ST	
43RD ST	KENNEDY AV	5TH ST	
WIRTH RD	GRACE ST	LIABLE RD	

LINCOLN AV	5TH ST	CAROLINA AV	
CLOUGH ST	KLEINMAN RD	CLINE AV	
O'DAY DR	41ST ST	41ST PL	
42ND ST	O'DAY DR	GRACE ST	

Application ID: **8680**

A general scope/description of the Project is as follows:

Location of projects, by priority, is as follows:01: Main St, from 1270' west of Kennedy Av to 570' east of Kennedy Av.02: Prairie Av, from Main St to Ramblewood Dr.03: Southmoor Av, from Azalea Dr to Hart Rd.04: Bluebird Ln, from Town Boundary to Woodward Av.05: Martha St, from Town Boundary to Idlewild Dr.06: Prairie Av, from Kenilworth Av to Ridge Rd.07: 5th St, from

The maximum amount of state funds allocated to the Project is \$1,000,000.00

With leave from the Town Council, Councilor Herak commended the successful grant application. Councilor Herak expressed concern about reserves and financial resources generally, in light of the public health emergency that produced a reduction in economic activity. The Town Council agreed to a brief survey of reserves to be presented by the Clerk-Treasurer later in the meeting.

- Works Board Order No. 2020-27:** An Order Approving and Authorizing the Proper Officer to Enter into a Capital Lease-Purchase Agreement with U.S Bancorp Government Leasing and Finance, Inc. for the Acquisition of Three Vehicles for

Public Works, pursuant to IC 5-22 et seq., and Chapter 3.05 of the Highland Municipal Code. *(This is a companion instrument to Works Board Order No. 2020-25. If its passed, this is in order.)*

Councilor Herak moved the passage and adoption of Works Board Order No. 2020-27. Councilor Black seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The order was adopted.

**Town of Highland
 Board of Works
 Order of the Works Board 2020-27**

An Order Approving and Authorizing the Proper Officer to Enter into a Capital Lease-Purchase Agreement with U.S Bancorp Government Leasing and Finance, Inc. for the Acquisition of Three Vehicles for Public Works, pursuant to IC 5-22 et seq., and Chapter 3.05 of the Highland Municipal Code.

Whereas, The Town of Highland, Department of Public Works, has determined a need to purchase two (2) 2020 Chevrolet 2500HD 4WD Regular Cab Work Truck with snow-plow and one (1) 2020 Chevrolet 1500HD 4WD Crew Cab Work Truck with snowplow.

Whereas, The Town Council acting as the Works Board, along with the Board of Waterworks Directors and The Board of Sanitary Commissioners did pass and adopt a joint administrative instrument approving the bid and purchase from Garber Chevrolet of Highland in the gross amount of One Hundred Sixteen Thousand Twenty-seven and Seventy-five Cents (\$116,027.75), less the trade-in four (4) units currently in the Public Works Department fleet, identified herein, with a total trade-in value of Two Thousand Six Hundred and No Cents (\$2,600.00), for a net purchase amount of One Hundred Thirteen Thousand Four Hundred Twenty-seven and Seventy-five Cents(\$113,427.75) for the purchase of Three (3) 2020 Chevrolet Work Trucks with Snow Removal Equipment;

Whereas, The Public Works Director solicited capital lease-purchase proposals from financial institutions known to offer such services, and received the following responses as specified:

Company	Rate	Fees	Annual Pmt	P & I	P & I plus Fees
public -finance.com	3.74%	\$ -	\$ 31,782.62	\$ 127,130.48	\$ 127,130.48
US Bancorp	2.20%	\$ -	\$ 30,632.94	\$ 122,531.76	\$ 122,531.76
First Financial	2.39%	\$ 600.00	\$ 30,773.89	\$ 123,095.56	\$ 123,695.56
First Merchants Bank	3.00%	< \$5,000	Un Responsive		

Whereas, The Clerk-Treasurer, owing to the useful life of the vehicles, the likely size of the annual payments, and upon review of the several responses for financing, recommends that the proper officer be authorized to acquire the trucks previously authorized for purchase, by lease-purchase, with U.S. Bancorp Government Leasing and Finance, Inc., at a fixed rate of 2.200%, using level principal payments, for the lease term of four (4) years, with financing company acquiring the vehicle from Garber Chevrolet of Highland;

Whereas, The Town Council as the Works Board of the Municipality, pursuant to Section 3.05.030(A)(1) of the Highland Municipal Code serves as purchasing agency for the Public Works Department;

Whereas, The Town Council as the Works Board of the Municipality, pursuant to Section 3.05.030(B) of the Highland Municipal Code may act in the stead of the Board of Waterworks Directors and The Board of Sanitary Commissioners, when the purchase will be financed at shared cost;

Whereas, The purchase price exceeds \$15,000.00 and involves a capital lease purchase greater than one year in term, pursuant to Section 3.05.040(C) and Section 3.05.050(B)(1) of the Highland Municipal Code, the purchasing agent requires the express approval of the purchasing agency to execute the purchase;

Whereas, The purchase will be supported by a budgeted account in the Motor Vehicle Highway Fund, Sewer Improvement Fund and Water Improvement Fund and there is or expected to be sufficient appropriation in order to support the purchase;

Whereas, The Town Council now desires to approve and authorize the proper officer to enter into a lease-purchase agreement pursuant to the terms stated herein,

Now Therefore Be it Ordered by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board of Municipality:

Section 1. That the proper officer is hereby further directed and authorized to lease-purchase those identified vehicles with U.S. Bancorp Government Leasing and Finance, Inc. at a fixed rate of 2.200% for the lease term of four (4) years, with according to terms set forth in a lease-rental proposal, for the total amount of One Hundred Thirteen Thousand Four Hundred Twenty-seven and Seventy-five Cents (\$113,427.75);

Section 2. That the Town Council acting as the Works Board, hereby further finds and determines that the terms of the capital-lease with U.S Bancorp Government Leasing and Finance, Inc. are reasonable and fair;

Section 3. That the Public Works Director is authorized and direct to execute the capital lease agreement with U.S Bancorp Government Leasing and Finance, Inc., as attested thereto by the Clerk-Treasurer and any additional documents in order to implement this lease purchase and then file these document as financial materials with the Office of the Clerk-Treasurer, pursuant to IC 36-5-4-14.

Be it so Ordered.

Duly, Passed and Ordered by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 27th day of April 2020 having passed by a vote of 5 in favor and 0 opposed.

TOWN COUNCIL of the TOWN of
HIGHLAND, INDIANA

/s/Mark Schocke, **President** (IC 36-5-2-10)

Attest:

/s/Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO
Clerk-Treasurer (IC 33-42-4-1(6);IC 36-5-6-5)

6. **Authorizing the proper officer to publish legal notice of a public hearing:** Public Hearing to consider additional appropriations in the amount of \$84,500 in **Gaming Revenue Sharing Fund**; in the amount of \$5,000 in the **Economic Development Local Income Tax (LIT) Fund**; the amount of \$4,000 in the **Public Safety Local Income Tax Fund**; the amount of \$2,000 in the **Innkeeper Tax Fund**; the amount of \$350,000 in the **Works Board Department of the Corporation General Fund**, and the amount of \$293 in the **Redevelopment General Fund**.

Councilor Herak moved to authorize the proper officer to publish legal notice of a public hearing to consider proposed additional appropriations as indicated. Councilor Sheeman seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The legal notice publication was authorized.

TOWN OF HIGHLAND
NOTICE TO TAXPAYERS
OF PROPOSED ADDITIONAL APPROPRIATIONS

Notice is hereby given the taxpayers of the Town of Highland, Lake County, Indiana, that the Town Council of said Municipality in said Municipal Building, 3333 Ridge Road, **convened electronically at 6:30 p.m.** on the **11th day of May 2020**, will consider the following additional appropriations in excess of the budget for the current year in the following funds:

REDEVELOPMENT GENERAL FUND

Increase the following:
094-0000-39003 Mains Street Professional Services \$ 293.00
Total 300 Series: \$ 293.00

TOTAL for the FUND: \$ 293.00

CORPORATION GENERAL FUND

Works Board Department

Increase the following:
001-0011-39999 Local Share Transfer CCMGF \$ 350,000.00
Total 300 Series: \$ 350,000.00

TOTAL for the FUND: \$ 350,000.00

Funds to support these additional appropriations in the **Redevelopment General Fund** shall be supported by a cash proceeds remaining from a public economic development event and unreserve fund balance on deposit to the fund.

Funds to support these additional appropriations in the **Corporation General Fund** shall be supported by a miscellaneous revenues, interest earned and resources in excess of the reserve balance requirements, that constitutes unreserve fund balance on deposit to the fund.

Taxpayers appearing at such meeting shall have a right to be heard thereon. **They shall go to the following link and access the public hearing on Zoom Meeting <https://zoom.us/j/95312890289?pwd=dHV4eGorekYyK0lrTlhSUWRNSFBZUT09>.**

The additional appropriations, as finally made, will be filed with the Department of Local Government Finance, for its review. The Department of Local Government Finance shall make a written determination of the sufficiency of funds within fifteen days of receipt of a certified copy of the action taken.

GAMING REVENUE SHARING FUND

Increase:	
Acct. No. 091-0000-31002 Engineering	<u>\$ 84,500.00</u>
<i>Total Series:</i>	\$ 84,500.00
Total Increase: \$ 84,500.00	
Decrease:	
Acct. No. 091-0000-23005 Road Salt:	<u>\$ 4,020.33</u>
<i>Total Series:</i>	\$ 4,020.33
Acct. No. 091-0000-44307 45 th & 5 th Street ROW:	<u>\$ 1,095.21</u>
<i>Total Series:</i>	\$ 1,095.21
Total Decreases: \$ 5,115.54	
Total Net Fund Increase: \$ 79,384.46	

ECONOMIC DEVELOPMENT LOCAL INCOME TAX FUND:

Increase:	
Account No. 250-0000-35010 Downtown Development:	<u>\$ 5,000.00</u>
<i>Total Series:</i>	\$ 5,000.00
Total for the Fund: \$5,000.00	

PUBLIC SAFETY LOCAL INCOME TAX FUND:

Increase:	
Account No. 249-0000-290000 PPE and COVID Supplies:	<u>\$ 4,000.00</u>
<i>Total Series:</i>	\$ 4,000.00
Total for the Fund: \$ 4,000.00	

INNKEEPER TAX FUND:

Increase:	
Account No. 024-0000-22908 Semaphores:	<u>\$ 2,000.00</u>
<i>Total Series:</i>	\$ 2,000.00
Total for the Fund: \$2,000.00	

Funds to support these additional appropriations in the **Gaming Revenue Sharing Fund** shall be from reductions in existing appropriations, interest earnings, miscellaneous revenues, a distribution pursuant to IC 4-33-12.5 et seq., payments from NIPSCO pursuant to a reimbursement agreement related to sidewalk construction and unobligated fund balance on deposit to the credit of the Fund.

Funds to support these additional appropriations in the **Economic Development LIT Fund** shall be from interest earnings, miscellaneous revenues, a distribution pursuant to IC 6-3.6 et seq., and unobligated fund balance on deposit to the credit of the Fund.

Funds to support these additional appropriations in the **Public Safety LIT Fund** shall be from interest earnings, miscellaneous revenues, a distribution pursuant to IC 6-3.6 et seq., and unobligated fund balance on deposit to the credit of the Fund.

Taxpayers appearing at such meeting shall have a right to be heard thereon. Taxpayers shall go to the following link and access the public hearing <https://zoom.us/j/95312890289?pwd=dHV4eGorekYyK0lrTlhSUWRNSFBZUT09>.

The additional appropriations, as finally made, will be filed with the Department of Local Government Finance, for its information and file.

TOWN COUNCIL OF HIGHLAND
Mark J. Schocke, President

By: Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO
Clerk-Treasurer

Comments from the Town Council:

(Good of the order)

- **Councilor Bernie Zemen:** • *Fire Department, Liaison • Liaison to the Plan Commission*

Councilor Zemen praised the department heads and the municipal workers for its work and its adjustments during the current public health emergency.

- **Councilor Mark Herak:** • *Budget and Finance Chair • Liaison to the Advisory Board of Zoning Appeals • Town Board of Metropolitan Police Commissioners, Liaison • Public Works Liaison.*

Councilor Herak echoed the remarks of Councilor Zemen.

Councilor Herak acknowledged the wedding anniversary of Councilor Zemen and his wife Donna, marking 41 years together. Councilor Herak also noted the birthday of Highland resident and retired County Treasurer, Irene Holinga, marking her 93rd birthday.

Councilor Herak also commended Police Officers Sergeant Shawn Anderson and Tyler Dills for their hand in organizing the recent public safety caravan to celebrate the health care providers at Community and Franciscan Health Care systems.

Councilor Herak also expressed condolences to his neighbor Craig and Kathleen Johnson on the recent passing of a family member.

Councilor Herak acknowledged the Public Works Director, who reported that regular solid waste collection practices would resume. He further reported on the status of the Robertson Place Street reconstruction project. The Public Works Director also reported that Spring Sports Athletic Honorific Banners were being installed and would not displace existing sponsored banners.

Councilor Herak acknowledged the Building Commissioner who provide a survey of matters before the Plan Commission and the Advisory Board of Zoning Appeals.

- **Councilor Tom Black:** *Liaison to the Board of Sanitary Commissioners • Liaison to the Board of Waterworks Directors.*

Councilor Black commended the people of Highland for their endurance and compliance with the Governor's Orders during the public health emergency.

- **Councilor Roger Sheeman:** *Chamber of Commerce Liaison • Liaison to the Community Events Commission • Information Technology Liaison • Redevelopment Commission Liaison • Tree Board liaison.*

Councilor Sheeman acknowledged the Redevelopment Director who noted that the Redevelopment Commission would be meeting in electronic format.

Councilor Sheeman also reported that the Community Events Commission contacted the Canadian National Railroad to determine whether the grant it awarded the Town by application of the Highland Police Department, if unused in the current year could be used next year.

- **Councilor President Mark Schocke:** *Town Executive • Chair of the Board of Police Pension Trustees • Park and Recreation Liaison.*

The Town Council President also wished Councilor and Mrs. Zemen a happy anniversary. He noted that his wedding anniversary was on Thursday, April 30.

The Council President acknowledged the Parks and Recreation Superintendent who reported that the park survey remains available on-line and encouraged participation.

The Town Council President also commended the recent daily teleconference conducted by and between all department heads, the clerk-treasurer and senior staff from his office, as well as two members of the Town Council. The Town Council President commented favorably that the Indiana State Fire Marshal was on the call as well.

The Town Council President also noted a text message he received from Robyn Radwell, a member of the Redevelopment Commission, that reminded all of the “adopt a Highland High School Senior” project.

With leave from the Town Council, the Clerk-Treasurer offered an ad hoc presentation regarding the likely sources (but not final) to comprise the local match of financial resources for the recent Community Crossings Grant of One million dollars.

The Clerk-Treasurer then presented the executive summaries developed to report on the status of reserve compliance for the General, Park and Recreation and Redevelopment General Funds. He further reported on some of the identified source funds for the local match and reported on their status as well. The Clerk-Treasurer noted that there is a concern about reductions in the gasoline tax, which will have an immediate impact on the Motor Vehicle Highway and Local Roads and Streets Funds. He also noted that the impact on property tax payment is still being measured.

Comments from Visitors or Residents:

1. Larry Kondrat, Highland, commended the police and fire departments for its role in the providing a siren and lights parade for Highland resident children for their birthdays.

Mr. Kondrat generally expressed concerns regarding all revenues, including utility revenues in light of the current emergency.

Payment of Accounts Payable Vouchers. There being no further comments from the public, Councilor Zemen moved to allow the vendors accounts payable vouchers as filed on the pending accounts payable docket, covering the period April 14, 2020 through April 27, 2020 as well as to ratify the payroll dockets for the pay-days March 27, 2020 and April 10, 2020. Councilor Black seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The accounts payable vouchers for the vendor docket were allowed, payroll dockets and other payments allowed in advance were ratified, and for all remaining invoices, the Clerk-Treasurer was authorized to make payment.

Vendors Accounts Payable Docket:

General Fund, \$215,788.41; Motor Vehicle Highway and Street (MVH) Fund, \$18,372.51; Law Enforcement Continuing Education, Training, and Supply Fund, \$791.09; Hazardous Materials Response Fund, \$970.70; Information and Communications Technology Fund, \$7,973.83; Police Pension Fund, \$69,355.87; Municipal Cumulative Capital Development Fund, \$1,612.00; Public Safety Local Income Tax Fund, \$56,208.77; Total: \$371,208.77.

Payroll Docket for payday of March 27, 2020:

Council, Boards and Commissions, \$10,563.46; Office of Clerk-Treasurer, \$16,382.51; Building and Inspection Department, \$8,802.51; Metropolitan Police Department, \$126,682.36; Fire Department, \$4,055.20; Public Works Department (Agency), \$66,147.67 and 1925 Police Pension Plan Pension Fund, \$69,061.65; Total Payroll: \$301,695.36.

Payroll Docket for payday of April 10, 2020:

Council, Boards and Commissions, \$0.00; Office of Clerk-Treasurer, \$16,185.16; Building and Inspection Department, \$9,001.11; Metropolitan Police Department, \$123,331.31; Fire Department, \$4,172.24; Public Works Department (Agency), \$64,826.43 and 1925 Police Pension Plan Pension Fund, \$0.00; Total Payroll: \$217,516.25.

Adjournment of Plenary Meeting. There being no further business before the Town Council, agenda having been completed, Councilor Zemen moved to adjourn and Councilor Black seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The regular plenary meeting, convened electronically, of the Town Council of Monday, April 27, 2020 adjourned at 8:03 O'clock p.m.

Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO
Clerk-Treasurer

Approved by the Town Council at its meeting of _____, 2020.

Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO
Clerk-Treasurer